

Mortgage

This Indenture, Made this 31st day of December A.D. 1919 between Arthur Eisele a single man and Christina Eisele, his mother, a widow of the first part, and WARREN MORTGAGE, of Emporia, Lyon County, Kansas, of the second part.

Witnesseth; That the said parties of the first part, in consideration of the sum of Five Thousand & 00/100 Dollars, paid by the second party, the receipt of which is hereby acknowledged, have granted and sold, and by these presents do grant, bargain, sell and convey unto the said second party, its heirs, assigns or successors, forever, all of the following-described real estate, situated in the Township of Reno & Eudora County of Leavenworth and Douglas State of Kansas, to wit:

The Southwest Quarter of the Southwest Quarter of Section Twenty-eight (28) Township Twelve (12), Range Twenty-one (21), East of the 6th P.M., in Leavenworth County. And, beginning at a point 462 feet West of the Southeast Corner of Section Twenty-seven (27), Township Twelve (12), Range Twenty-one (21) East of the 6th P.M. in Douglas County, and running thence West 535.6 feet; thence due North to the bank of the Kaw River; thence in a southeasterly direction following the bank of the Kaw River to a point 462 feet West of the East line of said Section Twenty-seven (27); thence South 341.3 feet to place of beginning.

To have and to Hold the same, with all the appurtenances thereunto belonging, unto the said second party, its heirs, assigns or successors, forever; and the said first parties do hereby covenant and agree, that at the delivery hereof, they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance herein, free from all encumbrances, and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

Provided, always, and these presents are upon this express condition, that whereas, the said first parties are justly indebted unto said Warren Mortgage Company in the principal sum of Five Thousand Dollars, lawful money of the United States of America, being for a loan thereof on the day and date hereof, made by the said Warren Mortgage Company to the said parties and secured by a certain promissory note bearing even date herewith, payable to said Warren Mortgage Company, or order, with interest at the rate of 5½ per cent per annum from March 1, 1920 until fully paid; interest to be paid as stated in the principal note, as specified by interest notes or coupons of even dates herewith attached to said principal note, principal and interest payable at The Fourth Atlantic National Bank of Boston, Massachusetts, or at such place as the legal holder may in writing designate.

Now, if said first parties shall pay or cause to be paid the said sum of money, with interest thereon, according to the terms of said note and pay off, remove and discharge all prior liens and encumbrances existing, or that may hereafter arise, then these presents shall be void. But if said sum of money, or any interest on it, is not paid when due and payable, or if all taxes or assessments levied against said property are not paid when the same are due and payable, or if default be made in the agreement to keep said property insured as hereinafter set forth, or to pay off, remove and discharge all prior liens and encumbrances, then, in any of these cases, the said principal and each, all and every one of said coupons or interest notes, with the interest thereon, shall and by this indenture do immediately become due and payable; at the option of the second party, its assigns or successors, to be at any time hereafter exercised without notice to the said first parties. But the legal holder of this mortgage may, at his option, pay said taxes, assessments or charges for insurance, and any prior or outstanding lien or encumbrance, so due and payable, which the mortgagor or assigns shall neglect or refuse to pay, as herein set forth, and charge them against the said first parties and the amounts so charged, together with interest at the rate of ten per cent per annum, payable as stated in the principal note, shall be an additional lien upon the said mortgage property, and the said mortgagee, its heirs, assigns or successors, may immediately cause this mortgage to be foreclosed, and shall be entitled to the immediate possession of said premises and of the rents, issues and profits thereof.

Said parties further agree that when this mortgage is fully paid off and satisfied, and a release given by the holder of the same, they will pay for the recording of such release.

It is hereby further agreed that the principal note shall bear interest after the same becomes due and payable, either by maturity or as hereinbefore specified, at the rate of ten per cent per annum, payable as stated in the principal note, said interest to be computed upon the amount then remaining due and unpaid upon said notes, from said, shall be actually paid.

And the said first parties hereby waive all stay, valuation, homestead or appraisal laws of the State of Kansas.

In Testimony Whereof, the said first parties have hereunto set their hands the day and year first above written.

Signed, sealed and delivered in the presence of:

Arthur Eisele,
Mrs. Christina Eisele,

State of Kansas, Douglas County, ss.

I hereby certify, That on this, the 2nd day of January A.D. 1920, before me, the undersigned, a Notary Public in and for said County and State, came Arthur Eisele a single man and Christina Eisele his mother, a widow, personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

Witness my hand and official seal the day and year last above written.

My commission expires Dec. 16, 1922.

(L.S.)

C. E. Cory,
Notary Public.

Recorded January 6, 1920.

At 11:45 o'clock A.M.

E. E. Eisele Notary
Register of Deeds
John A. Eisele Deputy.

In Extension Agreement
Dec. Book 6 116 Page 534
Reg. Book 4 in Extension 16
for Extension Dec. 1919 17 Page 505
for Extension Agreement 17 116 Page 192

The following is endorsed on original instrument